

55 1/19/12 10:42:05
55 DK P BK 149 PG 226
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY:

Jacqueline Bozzuto, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
(407) 843-4600

AFTER RECORDING RETURN TO:

Edley H. Jones III (MSB No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400

AS TO MISSISSIPPI FORMATTING REQUIREMENTS,

PREPARED BY:

Edley H. Jones III (MSB No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400

INDEXING INSTRUCTIONS: Lot 4 as shown on subdivision plat entitled part of Sec. 25, T1S, R8W, Final Plat, a resubdivision of Lots 3, 4 & 5, DeSoto Crossing Subdivision, Phase 1, located in SE1/4 of SW1/4, Sec. 25, T1S, R8W, DeSoto Co., MS, recorded in Plat Book 46, Page 39 in the office of Chancery Clerk of DeSoto County, MS

MEMORANDUM OF ASSIGNMENT OF LEASE

APPLEBEE'S RESTAURANTS KANSAS LLC, a Kansas limited liability company
APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC, a Delaware limited liability company
APPLEBEE'S RESTAURANTS NORTH LLC, a Delaware limited liability company
APPLEBEE'S RESTAURANTS TEXAS LLC, a Texas limited liability company
APPLEBEE'S RESTAURANTS WEST LLC, a Delaware limited liability company

c/o Applebee's Services, Inc.

8140 Ward Parkway

Kansas City, MO 64114

ASSIGNOR

AIG TN HOLDING, LLC

a Delaware limited liability company

1503 Belvedere Road

West Palm Beach, FL 33406

ASSIGNEE

PREPARED BY:

Jacqueline Bozzuto, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

RETURN TO:

Jacqueline Bozzuto, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

AS TO MISSISSIPPI FORMATTING REQUIREMENTS PREPARED BY:

Edley H. Jones III
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400
MS Bar No. 3201

INDEXING INSTRUCTIONS: Lot 4, Resubdivision of Lots 3, 4 and 5 of DeSoto Crossing Subdivision, Phase 1, as shown on Plat recorded in the office of the Chancery Clerk of DeSoto County in Plat Book 46 at Page 39.

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE is made as of January 11, 2012, by and between APPLEBEE'S RESTAURANTS KANSAS LLC, a Kansas limited liability company, APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC, a Delaware limited liability company, APPLEBEE'S RESTAURANTS NORTH LLC, a Delaware limited liability company, and APPLEBEE'S RESTAURANTS TEXAS LLC, a Texas limited liability company, and APPLEBEE'S RESTAURANTS WEST LLC, a Delaware limited liability company whose mailing address is c/o Applebee's Services, Inc., 8140 Ward Parkway, Kansas City, Missouri 64114 (collectively, "Assignor") and AIG TN HOLDING, LLC, a Delaware limited liability company whose mailing address is 1503 Belvedere Road, West Palm Beach, Florida 33406 ("Assignee").

WHEREAS, Assignor is the current tenant under that certain Land and Building Lease dated October 13, 2010, between Cole AP Horn Lake MS, LLC, as landlord, and Assignor, as tenant (as amended, modified, and assigned from time to time, the "Lease") regarding the premises more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, a Memorandum of Lease was recorded with regard to the Lease in the Records of Desoto County, Mississippi, on October 15, 2010, in Book 140, Page 483; and,

0145165\151571\1415599
262936.1

WHEREAS, pursuant to that certain Lease Assignment and Assumption Agreement dated on or about the date hereof (the "**Assignment**"), Assignor assigned all of its rights, title and interest in and to the Lease and the Premises to Assignee as of the "Effective Date" referenced therein; and

WHEREAS, by this Memorandum, the parties wish to provide notice of such Assignment and of certain provisions contained therein.

NOW, THEREFORE, Assignor and Assignee hereby give notice as follows:

1. Assignment and Assumption. Subject to the provisions of the Assignment, Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee accepts such assignment, conveyance, and transfer of all of Assignor's rights, title, and interest in and to the Lease and the Premises. Assignee hereby assumes all payment and performance obligations of the Assignor with respect thereto from and after the Effective Date of the Assignment.

2. Short Form Memorandum. In addition to the terms specifically referenced herein, the Lease contains numerous other terms, conditions and covenants, and notice is hereby given that reference should be made to the Lease and Assignment directly with respect to the details of such terms, conditions, and covenants. This Memorandum is executed in short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum shall not have the effect of modifying, supplementing or breaching the Lease, the Assignment, or any of their respective provisions as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Memorandum and the Lease or the Assignment, the provisions of the Lease and the Assignment, as applicable, shall control.

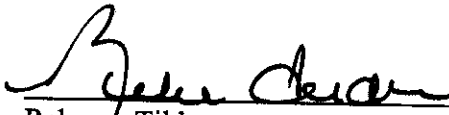
3. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State which is the governing law pursuant to the terms of the Lease, without giving any effect to choice of law rules thereof.

[Signature on following page]


WITNESS our signatures as of the date(s) of the acknowledgements below, to be effective as of the 9th day of January, 2012.

ASSIGNOR:

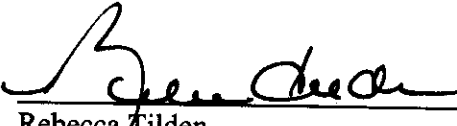
APPLEBEE'S RESTAURANTS KANSAS LLC

By: 
Rebecca Tilden
Vice President

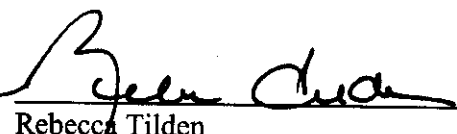
APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC

By: 
Rebecca Tilden
Vice President

APPLEBEE'S RESTAURANTS NORTH LLC

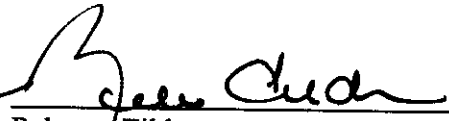
By: 
Rebecca Tilden
Vice President

APPLEBEE'S RESTAURANTS TEXAS LLC

By: 
Rebecca Tilden
Vice President

APPLEBEE'S RESTAURANTS WEST LLC

By: APPLEBEE'S INTERNATIONAL, INC.,
Its sole member

By: 
Rebecca Tilden
Vice President

ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of January, 2012, within my jurisdiction, the within named REBECCA TILDEN, who acknowledged to me that she is Vice President of **APPLEBEE'S RESTAURANTS KANSAS LLC**, a Kansas limited liability company, **APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC**, a Delaware limited liability company, **APPLEBEE'S RESTAURANTS NORTH LLC**, a Delaware limited liability company, and **APPLEBEE'S RESTAURANTS TEXAS LLC**, a Texas limited liability company, and that for and on behalf of said companies, and as the act and deed of said companies, she executed the above and foregoing instrument, after first having been duly authorized by said companies so to do.

Sirena Barlow
NOTARY PUBLIC

My commission expires:
12/1/15



SIRENA BARLOW
My Commission Expires
December 1, 2015
Jackson County
Commission #11274396

ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of January, 2012, within my jurisdiction, the within named REBECCA TILDEN, who acknowledged to me that she is Vice President of **APPLEBEE'S INTERNATIONAL, INC.**, a Delaware corporation, as sole member of **APPLEBEE'S RESTAURANTS WEST LLC**, a Delaware limited liability company, and that for and on behalf of said company, and as the act and deed of said company, she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Sirena Barlow
NOTARY PUBLIC

My commission expires:
12/1/15
0145165\151571\1415599\1



SIRENA BARLOW
My Commission Expires
December 1, 2015
Jackson County
Commission #11274396

Store #52077 – Horn Lake, MS

ASSIGNEE:

AIG TN HOLDING, LLC
a Delaware limited liability company

By: AIG TN MM, LLC,
a Florida limited liability company,
as its Managing Member

By: Anand. d. Patel
Anand Patel, its Manager

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF ORANGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of January, 2012, within my jurisdiction, the within named ANAND PATEL, who acknowledged to me that he is Manager of AIG TN MM, LLC, a Florida limited liability company, the Managing Member of **AIG TN HOLDING, LLC**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



ALLISON PEREZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD999409
Expires 6/8/2014

Allison Perez
NOTARY PUBLIC

My commission expires:

Exhibit A

0145165\151571\1415599

- 6 -

Store #52077 – Horn Lake, MS

Unit:
52077
710 DeSoto Cove
Horn Lake, MS 38637
DeSoto County

EXHIBIT A, PART I

TO LEASEHOLD DEED OF TRUST

DESCRIPTION OF REAL ESTATE

LOT 4, AS SHOWN ON SUBDIVISION PLAT ENTITLED "PART OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, FINAL PLAT A RESUBDIVISION OF LOTS 3, 4 & 5 OF DESOTO CROSSING SUBDIVISION, PHASE 1", LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AND RECORDED IN PLAT BOOK 46, PAGE 39, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON STAKE (SET) AT THE NORTHEAST CORNER OF LOT NO. 3 IN THE SOUTHERLY LINE OF DESOTO COVE, SAID STAKE BEING 135.00 FEET EASTWARDLY FROM THE TANGENT INTERSECTION OF THE SOUTHERLY LINE OF DESOTO COVE AND THE EASTERLY LINE OF INTERSTATE BOULEVARD; THENCE NORTH 89° 21' 40" EAST 180.14 FEET WITH THE SOUTHERLY LINE OF SAID COVE TO AN IRON STAKE (SET) AT THE NORTHWEST CORNER OF LOT NO. 5A; THENCE SOUTH 00° 38' 20" EAST 328.08 FEET ALONG THE WESTERLY LINE OF LOT NO. 5A TO AN IRON STAKE (SET) IN THE PRESENT NORTHERLY LINE OF GOODMAN ROAD, SAID STAKE BEING NORTH 86° 45' 16" WEST 334.35 FEET FROM A "CONCRETE" RIGHT OF WAY MONUMENT (FOUND) IN A SOUTHERLY LINE OF LOT NO. 5A AT THE PRESENT INTERSECTION OF A NORTHERLY LINE OF GOODMAN ROAD AND A NORTHERLY LINE OF THE INTERSTATE 55 RIGHT OF WAY; THENCE NORTH 88° 12' 25" WEST 180.30 FEET WITH THE NORTHERLY LINE OF SAID ROAD TO AN IRON STAKE (SET), SAID STAKE BEING SOUTH 88° 12' 25" EAST 99.69 FEET FROM AN IRON STAKE (SET) AT A SOUTHWEST CORNER OF LOT NO. 3; THENCE NORTH 00° 38' 20" WEST 320.43 FEET ALONG THE EASTERLY LINE OF LOT NO. 3 TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS GRANTED IN DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL EASEMENTS RECORDED IN BOOK 272, PAGE 116.